

1901-001

Chancery Cause:
Isle of Wight County

Willie Young Jones + Berbin Lee Jones VS Benjamin W. Jones

+ al
Petition of R. S. Thomas

Petition of George R. Atkinson, N.

P. Young + Robert A. Edwards, Sheriff

other SURNAMES: Atkins,
Randolph, Gwaltney, Bunkley,
Berryman, Chapman

Plat in Oversize Box 2

James W. McNeal
v Bill

James B. W. McNeal

Second Sept. Rules, 1892.
Bill Septs. filed, success. exp.
on adult defts. & de creed
wise on. Urm. R. E. Boykin
assign. gdw. addit. new to the
cift. J. N. Jones.

First Octo. Res. Bill
taken for conf. as
to the adult defts.

2nd. Octo. Rules 1892.
Assess. of gdw. addition
filed & genl. report.

Mar 1893
Rec. for acts

April 1893
Rec. for acts &c.

Oct. term 1893
de. to postpone order & send out

Oct. term 1895

Rule vs. B. F. Chapman &c.
April term 1901 Final

To the Hon B. W. Hill

Judge of the Circuit-Court - of
Said Wright-County in Chan-
cery, sitting:

Your orators W. Y. Jones, and B. L.
Jones, complaining sheweth unto
the Court-

That their grandfather, Simon Atkins,
deceased this life sometime in July 1873
after having first made and published
his last will and testament bear-
ing date May 10th 1873 which was
duly admitted to probate in the County
Court of Said Wright-County on the
4th day of August 1873 as will ap-
pear from a duly certified copy of the
said will herewith filed marked
"A" and prayed to be taken as a part
of this bill.

2 That he did sever and purposed 2
two tracts of land - one, known as Wolf-
trap on which his son-in-law, Ber-
tin Jones resided, and the other known
as the Simon Atkins Home place.

3. That the said Simon Atkins by
his said last will and testament
devised to the said "Bertin Jones and

and his heirs forever the farm known
as Wolftrap "to wit the proviso" but
if the said Berkin Jones' wife Lanna S.
Jones should be the longest-liver then
I wish her to have one third of the said
farm during her widowhood, but if she
marries again then she is to be disposses-
sed and it is to be divided equally be-
tween Berkin Jones' lawful heirs."

4 That the said Simon Atkins ^{by the 3^d clause of his said will} bequeath-
ed a good watch and a piano to any fe-
male daughter or daughters that his
daughter the said Lanna S. Jones might
have by the said Berkin Jones, and if none
then it was bequeathed to be sold and
the proceeds to be divided equally between
Berkin Jones' lawful heirs by Lanna
S. Jones; and the said Simon Atkins
by the 4th clause of his said will gave
to his said daughter Lanna S. Jones
all of the balance of his estate both
real and personal during her life
and at her death to the lawful heirs
of Berkin Jones by her as well be seen by
the aforesaid copy of the said will of the
said Simon Atkins

5 That the said Berkin Jones departed
this life on the day of

Surviving

intestate leaving ~~behind~~ him, his widow
the said Laura S. Jones (formerly Laura
S. Atkins) and Berbin Lee Jones,
Willie Henry Jones Benjamin W
Jones and Isaac L. Jones their chil-
dren, and Norval Paul Jones
a son by a former wife.

6 That the said Wolf-Trap tract of land
was for many years the paternal es-
tate of the said Berbin Jones, and was
for well known considerations devised
by the said Simon Atkins to all of the
heirs of Berbin Jones including in
his designation and intending to
include the said Norval Paul
Jones - the only child by the first wife
of the said Berbin Jones

7 That after the death of the said
Berbin Jones, and under the order
of the County Court of the County of Wright
County at its January term 1876
R. H. Randolph and others commis-
sioners assigned to the said Laura S.
Jones for herself and infant children
mentioned in the said order ^{as Home-seekers} the dwell-
-ing house and garden as now enclosed,
smoke house and Cook Kitchen near
the basement-door of the dwelling-house

and ^{the} chattel property mentioned in
the schedule annexed to their report-
making in all the sum of Two Thou-
sand Dollars as will be seen by
a copy of their said report - herewith
filed marked "B" and prayed
to be taken as a part of this report file.

8

That sometime thereafter, to-wit-
on the 9th day of November in the
proceedings of the suit in Chancery
between the said Laura S. Jones
guardian of all of her children and the
said Norval Paul W. Jones then pen-
ding, and since ended, in this Court-
the said R. H. Randolph and others
as commissioners assigned to the
said Laura S. Jones "as Dover the
following tract of land: commencing
at the line between the said Berbin Jones
and the Parsons tract - on the main public
road: thence down said road to the gate
at the dwelling house of Berbin Jones, down
the lane to the head of a ravine to the
right of the dwelling house and between
it and the grave-yard: thence down the
said ravine to the Parsons line: thence
along and up the said line to the beginning"
as will be seen by a copy of the said re-

(1)

put- herewith filed as Exhibit- "C"
and prayed to be taken as a part of this Bill
9 That- there is a slight- misdescription
of the Dower-land assigned ^{to the said Laura S. Jones} in the report of
the said Commission which was a mere
inadvertence, or. inaccuracy of language.
The gate mentioned in their report is on the
main public road,

or more yards from the dwelling
house and is at the head of the lane which
leads to the dwelling house- was so then- is
now- and always has been so so far as your
Complainants know, or have been informed.
That this piece of land with this corridor
in the description in it- was from the as-
signment- to the death of the said Laura
S. Jones held and used by her as her dower
and was so treated in the suit- aforesaid
and in all subsequent- suits.

10 That- it- was so treated in the suit-
of Jones A.P. against- Jones Laura S. et al
lately pending in your honor's court which
was brought- for partition of all of the
dower-land and residue of the ~~estate~~ ^{estate} of
Bertha Jones of the Wolftrap tract of land
between all of the heirs of the said Bertha
Jones including the said Mrs. Paul
Jones- the son by the first wife of the said
Bertha Jones

and under the proceedings of that Suit tract- no (4) Four was assigned to Berkin Lee Jones, tract no (2) Two was assigned to Willie Garry Jones tract- no (3) Three was assigned to Benj W. Jones: tract no 5 was assigned to Isaac Newton Jones and tract no (1) One was assigned to Norval Paul W. Jones as will be seen by the Report of the Commissioners of Partition a copy of which is here-
with filed ~~as a~~ marked "D" and prayed to be taken as a part of this bill.

11 That-since that date the said Willie Garry Jones has sold his interest-in ^{and Homestead} the Dover land, assigned to his mother ^{and children} to the said Norval Paul Jones, and the part- no ^{my said} ~~Two~~ ^{land} assigned to him to P. D. Swallow Jr. as will be seen by a copy of

12 That-on the 22 day of September 1890 the said B. W. Jones, sold his interest-in part-of the Wolftrap farm that was assigned to him, in the Dover land assigned to his mother, and his interest-in the Simon Atkins tract-of land to the aforesaid Norval Paul Jones as will be seen by a copy of his deed of that date. ~~Here with~~ ^{my said} filed marked "E" and prayed to be taken as a part of this bill

+ prayed to be taken as a part of this bill

13

That the Simon Atkins Homestead Place is composed of two Tracts of Land, viz, No 1 or the Oak Grove Place containing (205) Two Hundred and Five Acres more or less bounded on the North and East by the lands formerly belonging to Willis Womble and now to C. H. Hart - on the South by the lands of Schofield and McCallum and on the West by the lands lately belonging to Ben Tynes (colored) and now to C. H. Hart - Joseph Davis Wm Gray and Mose Tynes (colored); and tract No 2 formerly called the Patey Jones tract - containing (200) Two Hundred acres more or less and bounded on the North by the lands lately belonging to J. W. Furman and now to C. H. Hart - on the East by the lands of Alston Gohleson and C. H. Hart - and on the South and West by the land formerly belonging to Willis Womble and now to C. H. Hart -

14

That the aforesaid Laura S. Jones departed this life intestate on the day of July 1892 leaving as her heirs at-law her children by the aforesaid Berbin Jones, the aforesaid Berbin Lee, Willie Young, Benjamin W. and Isaac N. Jones Jr, all adults except the latter last-named, who was nineteen years of age in May last - (1892) and the only minor now occupying the Homestead

to the end therefore that justice may

A And where is hereby given leave parties that the Court-
will be asked to allow R. S. Thomas, attorney, a fee
for his services in this cause.

be done and for as much as they are not out-stand-
ing, saving account of justice Chancery where some
matters of this sort are alone and properly cogni-
zable. They pray that B. W. Jones, N. P. Jones
J. N. Jones Jr, ^{an infant under the age of 21 years} and P. D. Ewallney Jr may
be made parties Defendants to this bill and
be required to answer the same: that a guardian
ad litem be assigned to the said J. N. Jones Jr and
he be required to answer the same: an answer
on oath being waived as to all parties: that
a commission of this Court - report - whether
in partition can be conveniently made
of the Homestead ^{and Dower land}, assigned to the said Laura S. Jones
and whether partition can be convenient
- by made of the Simon Adkins Home place com-
posed as aforesaid of the said two Tracts of land, be-
- tween the parties respectively entitled to the Hom-
-estead and Dower land, and the said S. Adkins Homeplace,
(N. P. Jones being interested in the former & not in the latter)
or whether the entire subject - in either Case may be
allowed to any one party who will accept it - and
pay therefor to the other parties such sums of mon-
ey as their interests therein may entitle them to.
or if the interests of the parties ^{respectively} will be promoted by a
sale of the entire subject, or an allotment of
a part - and a sale of the residue: that the same
may be partitioned or sold: that all liens on the share
of any of the parties may be repaid: that they may have
all such other and further relief that the nature
of the case may require or a ^{Equity} shall demand ^{and} ^{and}

You values will ever pray to
R. S. Thomas p. 9.

Jones W. H. et al
v.

Jones et al

Petition of
R. S. Thomas

Filed Octo. 2^d
1893.
A. C. Hanger

Owes me \$32.37 already
See Mr A's report

Jones, W. G. V. Jones et al

To the Hon Circuit Court of
Essex County in Chancery
Sitting:

The Petitioner of the under-
signed respectfully represents that W.
G. Jones, one of the plaintiffs in the
suit of W. G. Jones et al v. Jones
B. W. et al is indebted to the under-
signed in the sum of Ten Dollars due
as per his bond of March 31st 1893
here with filed as Exhibit A, & in
the further sum of Ten Dollars
as per his bond of June 21st 1893
here with filed as Exhibit "B", which
were advanced to him on the verbal
assignment of his interest in the
proceeds of sale in this suit, the
undersigned therefore prays that the
said sum of Twenty Dollars with
interest ~~thereon~~ on ten dollars paid thereon
from the 31st day of March A. D. 1893
and on ten dollars with interest
thereon from the 21st day of June 1893
may be paid over to him out of the
interests of the said W. G. Jones in the
said affair, before any sum of money
may be paid over to him, or to his assigns
And the undersigned will ever pray &c

June 21st 1893

R. S. Thomas

Wm Jones Jals

vs

Wm Jones Jals.

Children of Wm R. Anderson
and others.

Filed October 28th 1895.

The undersigned petitioners represent that as officers of the court they have performed services in the suit of W. J. Jones vs W. J. Jones and others and the fees thereon are still due and unpaid as follows to wit to Geo. R. Atkinson one hundred and seventy two and fifty one hundredths dollars to R. A. Edwards sheriff of the court and to J. P. Young clerk of the court. That B. F. Chapman has become the purchaser pendente lite of all the land in the suit mentioned and on which there is a lien for the said fees and the said land can not now be sold for the original purposes of the suit. Your said petitioners therefore ask that the said B. F. Chapman be summoned to the next term of this court to show cause if any he can why he should not the said amounts to them respectively and your petitioners will ever pray &c

Geo. R. Atkinson

N. O. Young &
R. A. Edwards shff

-ded, and he will ever remain

R. E. Boykin

Guardian ad litem for Isaac
N. Jones

D. W.

Sworn to, and subscribed before me a
notary public for the County of Dale of
Georgia on this 12th day of October A.D.
1890. As witness my hand this 12 day
of October A.D. 1890

R. S. Thomas
Notary Public

Jones B. W. et al

v

Jones et al

Answer of

Infants - Defendants

by Guardian ad litem

2nd Deco. Rules,

1890 of Ireland.

Jones B. L., & W. G.

Jones

et al

The separate answer of Isaac H. Jones, an infant - under the age of twenty one years by R. E. Boykin his guardian ad litem appointed by the clerk at - rules to defend him in this suit - to a bill of complaint - exhibited against him and others in the circuit-court of Oregon Wright County - by B. L. and W. G. Jones.

The respondent reserving to himself the benefit of all just - exception to the said bill for answer thereto, as so much thereby as she is advised that it is material he should answer by her said guardian ad litem answering says

That - he is an infant - of under years and by reason of his infancy is incapable of understanding, or of taking care of her rights and interests. He, therefore, by his said guardian commends himself and his rights and interests to the protection of the court, and prays that no decree may be pronounced which will be to his prejudice.

And having fully answered, the said respondent - prays hence to be dismissed with her reasonable costs in this behalf expen

Executed on Sept. 10, 1892 by delivering a copy of the
within summons to B. W. Jones

\$4.00 fee, \$2.00 fee Paid

J. V. Hughes Sheriff
City of Richmond Va.

FORM NO. 300

Jones W. H. et al.

vs.

SUBPENA
IN
CHANCERY.

Jones B. W. et al.

R. S. Thomas p. q.

To Second Sectr. Rules.

1892. Circuit Court.

(B. W. Jones is at Nos.
14 & 16, W. 17th St.)

Stamp on 2nd

The Commonwealth of Virginia,

City Richmond

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU, that you summon

*B. W. Jones, Naval Paul
W. Jones, Isaac A. Jones and P. D. Gwathmey Jr.*

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight,
at the rules to be held for the said Court on the third Monday in September, 1892,
to answer a bill in Chancery, exhibited against them in our said court by *W. Y.
Jones and B. L. Jones*

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
8th day of Sept. 1892, and in the 11th year of the Commonwealth.

N. P. Young clk.

Jones W. Y. et al,

vs.

SUBPENA
IN
CHANCERY.

Jones B. W. et al.

Thomas p. q.

To V. Septer, Rules.

1892, circ. Court.

Received by delivery to the court
Manned 11 Dec. 1892. Jones W. Y.
& B. W. Septer, et al. v. Jones
The Justice of the Peace, 17 Oct 1892.
For J. J. Jones, Esq.
At Chambers St.

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU, that you summon

*B. W. Jones, Norval Paul Jones,
Isaac A. Jones, Jr. and P. D. Gwatney Jr.*

to appear at the Clerk's Office of the *Circuit* Court of the County of Isle of Wight,
at the rules to be held for the said Court on the *third* Monday in *September*, 189*7*,
to answer a bill in Chancery, exhibited against *them* in our said court by *W. L. J.*
Jones and B. L. Jones

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
8th day of *Sept.* 189*7*, and in the *117* year of the Commonwealth.

N. P. Young Clk.

Simon Adams Esq.

2033 A/c

Dmans

1.50

The Estate of Simon Atkins
20

Amount

20 Dinner for E. M. Morrison &
Son, W. H. Jones, Thomas Tynes
Ben Crocker on June 20th &
horse feed, & on
+ for service for his days

1.50

James W. McNeal
v. Account-

James B. W. et al

Account of
A. J. O'Hara

Estate of Simon Atkins
To
A. J. Oman

To Dinner for E. M. Morrison
and his son, and horse feed
and for dinner W. W. R. Jones,
Tom Lynes, & Ben Crocker
and Services of Self in making
the Survey of the Oak Grove &
Paley Jones Tract \$1.50

Thomas Lyles
Ben Crocker

Simon Morris Estate

1893

June 20th

To Thomas Lynes

To one (2) day work, Carrying the chain
in running line between the Oak Grove and
the Patsy Jones Tract

2.00

Witness

Received payment of R. S. Thomas

W. L. Jack

Thomas X Lynes
mark

Paid By B. P. Chapman

1893

June 20

Simon Morris Estate

To Ben Crocker

To one (1) day work Carrying the chain in
running the line between the Oak Grove and
the Patsy Jones Tract;

1.00

Received July 13th 1843 of R. S. Thomas
Special Commissioner in James W. Y.
v. James et al an advance of two
dollars on my account of Fann dollars
for Services to E. M. Morrison in man-
aging the survey. Willie G Jones

shall be entered into a good sufficient
bond before the Clerk of this Court in the
penalty of \$2500.00 conditioned according
to law for the faithful performance of his
duties under this decree, nor until he shall
have advertised the time, terms and place of
sale at Isle of Wight Court house on some
Court day, for at least thirty days prior to the
sale, and when the sale is made it shall
be at public auction, at Isle of Wight Court
house on some Court day on the terms
herein and before mentioned.

A copy, Teste, M. P. Young Clerk

James W. G. et al.,
vs. Z. M. Chap.

James B. W. et al.

Copy decree of
Apl. term 1893.

David

1
Berbice Jones Land Homestead, Dwelling
house and garden, smoke house, Cook
Kitchen near basement door of Dwelling
House that was assigned to Mrs. Laura
S. Jones as a Homestead, and that other
part of said Land that was assigned to her
as doer, described as commencing at
the line between the said Berbice Jones and
the Parsons tract on the main public road;
thence down the said road to the gate
leading to the dwelling house of the said
Berbice Jones; thence down the lane to the
head of a ravine to the right of the Dwelling
house and between it and the grave yard;
thence down the said ravine to the Parsons
Creek; thence along and up the said line to
the beginning, for one third cash
and the balance on a credit of one and
two years, for which deferred payments
he shall take bond in equal instalments,
payable respectively in one and two years
from date, with good security, with interest
from date, and with a waiver of the Home-
stead. The title in both cases to be re-
tained till the further order of the Court.
But the said R. S. Thorneycroft, special commis-
sioner as aforesaid shall not sell the Simon
tract, or the Berbice Jones tract of land
herein and above mentioned until the

belonging to Ben Tynes (Colored) now to
C. H. Hart, Joseph Davis, Wm Gray and
Moses Tynes; and tract No. 2, formerly
called the Patsey Jones tract, containing
(200) Two Hundred acres, more or less,
bounded on the north by the land lately
belonging to J. W. Turner and now to
C. H. Hart; on the east by the land
of Alston Gholeon and C. H. Hart, and
on the south & west by the land formerly
belonging to Willis Double and now to
C. H. Hart, in two separate parcels,
selling tract No. 1. as one parcel, and tract
No. 2. as another parcel, on the following
terms, viz: One third cash, and the
balance on a credit of one and two years,
for which deferred payments he shall
take bonds in equal installments payable
respectively in one & two years from sale,
with good security, with waiver of the
homestead, and with interest from
the day of sale. And the Court doth
further adjudge, order and decree
that the said R. S. Thomas, who is hereby
appointed special commissioner for
that purpose, shall after C. Jones, Jr.
shall have attained his majority
proceed to sell that portion of the

In the Circuit Court of Sale of Wright
County April term, 1893.
W. Y. Jones and B. A. Jones . . . Plffs.
vs. $\frac{3}{4}$ In Chy.
B. W. Jones et al. . . . Dfts.

This cause came on this day
to be again heard on the papers
formerly read, and on the report
of Commissioner Geo. R. Atkinson
bearing date the 16. day of March
A.D. 1893, to which no exceptions are
filed, and was argued by Counsel;
On consideration whereof, the Court
doth adjudge, order and decree
that H. S. Thomas, who is hereby ap-
pointed a special Commissioner for
that purpose, do proceed to sell the
land in the bill and proceedings
mentioned and described, called
usually the Simon Atkins Homestead,
consisted of two tracts of land viz:
Tract No. 1. or the Oak Grove Tract
containing 205, Two Hundred and five
acres, more or less, bounded on the
north and east by the land formerly
belonging to Willis Womble and now
to C. H. Hart, on the south by the land
of — Schofield and — M. Clelland,
on the west by the land formerly

SALE OF LAND!

Under and by virtue of the decree of the Circuit Court of Isle of Wight County, rendered at its April term, 1893, in the chancery suit of W. Y. Jones and B. L. Jones against B. W. Jones and others, I shall offer for sale, at public auction, at Isle of Wight Courthouse,

On Monday, September 4, 1893,

(that being County Court day) that certain piece and parcel of land now generally known as THE SIMON ADKINS FARM. The farm will be sold in two tracts.

Tract No. 1 is described as "The Oak Grove Tract," containing two hundred and five (205) acres, more or less, bounded on the north and east by the land formerly belonging to Willis Womble and now to C. H. Hart; on the south by the lands of — Schofield and — McClelland; on the west by the land formerly belonging to Ben Tynes (colored), now to C. H. Hart, Joseph Davis, William Gray and Moses Tynes.

Tract No. 2 is described as that "formerly called the Patsy Jones tract, containing two hundred (200) acres, more or less, bounded on the north by the lands lately belonging to Z. W. Turner and now to C. H. Hart, on the east by the lands of Alston Gholson and C. H. Hart, and on the south and west by the lands formerly belonging to Willis Womble and now to C. H. Hart.

As the Patsy Jones tract was bought by Simon Adkins many years ago, I have had both tracts of land surveyed by Colonel E. M. Morrison, and he finds 205 acres in Tract No. 1, and 226 in Tract No. 2.

TERMS OF SALE.—One-third cash and the balance in two equal payments in one and two years, respectively, for which deferred payments bonds with good security, with a waiver of exemptions, with interest from the day of sale, will be required, and the title retained till further order of the Court.

R. S. THOMAS, Special Commissioner.

Isle of Wight County, to wit:

I, N. P. YOUNG, Clerk of the Circuit Court of the county of Isle of Wight, do certify that R. S. Thomas, commissioner under the decree rendered on the 20th day of April, 1893, in the suit of W. Y. Jones *et al.*, against B. W. Jones *et als.*, has given the bond required by said decree, with security deemed sufficient.

Teste:

N. P. YOUNG, CLERK.

Jones W. et al

v

Jones B. W. et al

Statement of
R. S. Thomas
and Request of Parties
for postponement of
Sale

filed, or injured, he thought it advisa-
-ble not to force a sale against their
wishes and give them the opportunity of
saying a larger sum could have been
realized, if the sale had been postponed.
As they were perfectly willing to take all
the risks of the future sale, he required
them to put their views in writing so
he could report them to the Court for
its action, and they are sincerely
stated in Exhibit "A" herewith filed
as a part of this statement;

Respectfully ~~sub~~ submitted

R. S. Thomas

Spe. Comm.

October 20th 1893

W. M. Jones et al

v

B. W. Jones et al

The undersigned
respectfully represents that under and
by virtue of the decree rendered in
this cause at the April Term 1893
he offered for sale at public auction
at the Court House of Washington
County the 4th day of September 1893
the two tracts of land belonging to
the Simon Atkins farm according to
the terms and conditions of the said de-
cree, and owing to the great political
excitement and other causes adjourned
and postponed the sale to the October
Term of the County Court at the same
place, when the parties most large-
ly interested requested a further post-
ponement of the sale until the Octo-
ber Term of the County Court of Fall
of Wash- 1894 because the depressed
condition of the County generally, & of this
County made it inadvis-
-ble, and injurious to their interests to
sell earlier. The undersigned did
not ^{personally} concur in this view of the matter
but as they were the parties to be bene-

conditions that they have been meeting
for some years past. And they
will ever pay it

Berbin L. Jones

W. Jones

L. Jones Jr

B. Chapman

J. L. Gwaltney

October 25 1893.

Over W. Y. et al

Jones, B. W. et al

Pellissippi

for purchase
of land for R. S. Jones
and
Phil: Jones

Jones W. B et-al

v

Jones B. W et-al

To the Hon C. W. Hill Judge of
the Circuit Court of Sevier County,
Tenn., and R. S. Thomas Special
Commissioner for the sale of the Simon
Adkins farm under the decree of the
Circuit Court - at its April Term 1893
in the above entitled Cause

We the undersigned parties interested
as heirs at-law, and as purchasers for
value of the interests in part or in whole
or as beneficiaries under judgments
and deeds of Trust most respectfully
represent that in our judgments
the present ^{depressed} condition of the country, and
of this county is such as to make the
sale of the said Simon Adkins farm
very inadvisable, and very injurious to
our interests, and we therefore ask
that the sale of the said farm be post-
poned until the ^{October Term of the County Court} Fall of 1894, and
that it be sold out for the ensuing
year to the parties now occupying it -
for the prices that they have heretofore
been paying on the same terms and

Jones & Co

vs

Jones and Others

Report of

Commissioner Wilkinson

under Decree of March 2 1893

Filed Apr. 1. 1893

the proceeds of sale.

Your commissioner further reports that he finds no liens on the interest of any of the parties except Barber L Jones and William G Jones which are fully set forth and shown in accounts marked A and B and returned herewith as part of this report. As found as shown by Account A that the liens on the interest of the said Barber L Jones in the Homestead, Dora Land and Simon Atkins Home place amount with interest thereon to April 3rd 1893 to the sum of \$1619.01 and as shown by Account B that the liens on the interest of the said William G Jones in the Simon Atkins Home place amount with interest to April 3rd 1893 to the sum of \$183.62. and that the debt to B P Chapman bears no interest until the 1st day of December 1893. The said liens are stated in the said accounts in the order of their priority given under my hand as a commissioner in charge of the said court on the day and year first above written

Geo P Atkinson

Time employed 17 hours

Comm Fee \$12.75

Sheriffs Fee 2.00.

on the 31st day of March 1893.
office of said which were returned to your commission duly sworn, I
that the said part is affirmed by their counsel in obedience to said order
and on the date of this report your commission completed the taking
of the said inquiries and accounts and finds that the parties original
ly entitled to the homestead and down land appertains to Lemuel J. Jones
and Corral P. Jones, Berben L. Jones, Willie G. Jones, Benjamin W.
Jones and Isaac H. Jones for and that each owned one fifth part thereof.
That Willie G. Jones by his deed of December 22nd 1889 conveyed his in-
terest in the said homestead and down land to Corral P. Jones, and that
B. W. Jones by his deed of September 22nd 1890 conveyed his interest in the
down land to the said Corral P. Jones, and therefore the parties now entitled
to the said homestead are Corral P. Jones Benjamin W. Jones Berben
L. Jones, and Isaac H. Jones for the said Corral P. Jones owning two fifths
thereof and the others each one fifth.

Parties entitled
to
homestead

Parties entitled
to the down
land.

That the parties entitled to the down land are the said Corral P. Jones
for each owning one fifth.

That the original owners of the said Simon Atkins homestead
were the said B. W. Jones, B. L. Jones W. G. Jones and I. H. Jones for and that
the said B. W. Jones by his deed of September 22 1890 conveyed his interest
therein to the said Corral P. Jones. The parties now entitled thereto are the
said Corral P. Jones Berben L. Jones, Willie G. Jones and Isaac H. Jones
each of them owning one fourth part thereof.

Parties entitled
to the
Simon Atkins
homestead

Your commission further reports that neither of the
said tracts of land are capable of partition in kind, the shares would
be too small for farming purposes if divided and there is very little
cleared land on the Simon Atkins tract, and the dwelling and buildings
on the homestead and down land are more than equal to one share,
that neither party is willing to take the entire subject and pay therefor
to the other parties and that in his judgment the interest of all parties
will be promoted by a sale of the entire subject and partition of

Commissioner's Office

Smithfield April 5th 1893.

To the Circuit Court of Isle of Wight County,

Present to a decree of the Circuit Court of
Isle of Wight County rendered on the 2nd day of March 1893 in
a suit pending therein between W J Jones and others, plain-
tiffs, and B W Jones and B W Jones and others, defendants, the
undersigned, a commissioner of the said court to whom was re-
ferred for settlement the following my inquiries and accounts
to wit 1st who are the parties entitled to the homesite and lower
land adjacent to Lanes I Jones and their interests respectively,
2nd who are the parties entitled to the two tracts of land called in
the bill the "Simon Atkins home place" and their interests respectively,
3rd whether partition can conveniently be made of the homesite and
lower land between the parties respectively entitled thereto, and if not,
if the entire subject may be allotted to any party who will accept it
and pay therefor to the other parties such sum of money as their inter-
est therein is may entitle them to, or if the interest of all parties in
interests therein will be promoted by a sale of the entire subject or an
allotment of part and sale of the residue, 4th whether partition can
be conveniently made of the said "Simon Atkins home place" consist-
ing of two tracts of land as aforesaid between the parties respective-
ly entitled thereto, and if not, whether or not any party will take
the entire subject and pay therefor to the other parties as their in-
terest may entitle them to as above mentioned, or whether the interest
of all parties will be promoted by a sale of the entire subject or an al-
lotment of part and sale of the residue, 5th an account of all liens
whether due by judgment, deed of trust or otherwise on the share or
interest of any of the parties in the homesite, the lower land or the Si-
mon Atkins home place or all of them together, reports that on the 16th
day of March 1893 he issued notices against the said parties requiring
them to attend the taking the said inquiries and accounts at his

(A)

An account of lines on Barber & Jones' interest or shares in the Home
shop, Dover land and the Simon Atkins home place.

- 1 Bond of Barber & Jones
to P D Gunning Jr, secured by deed
of trust of March 10th 1892 to P R Benjamin
trustee, on Dover land and Simon Atkins
home place. and dated March 10th 1892. 1300 00
Interest from March 10th 1892 to April 5th 1893 83 41 1383 41
- 2 Bond of Barber & Jones and Annie & Jones
to P D Gunning Jr also secured by deed of
trust of January 20 1893 to P R Ben-
jamin, trustee on the Homestead, Dover land
and Simon Atkins home place. 232 20
Interest thereon from January 20 1893 to April 5th
1893. 3 40 235 60
1619 01

(B.)

An account of the lines on Willie G Jones' in-
terest or shares in the Homestead, Dover land
and Simon Atkins home place

- 1 A judgment of P B Thomas against
W Bunkley as Willie G Jones and L G Jones
dated June 11th 1892 Rec'd
for \$90 with interest from November 6th 1888
and subject to a credit of \$70.00 December 26th
1889. Balance due. December 26th 1889 90 00
Interest from December 26th 1889 to April 5th 1893 26 1.1
Cents 5 01
1 25 323 7
- 2 Bond of Barber & Jones and Annie & Jones to
B B Chapman secured by deed of trust of the
5th day of February 1893. to B B Chapman trustee.
(Interest begins running December 1st 1893) 131 03
183 42

John Wells

or

John Wells

Common Pleas

Notice

for removal under deed of

March 27, 1893

I accept same for B.

W. Jones

R. S. Thomas
att'y

Executed by delivering
ing a copy of this
notice to W. S. Jones
P. S. Edwards & Co. Agents
for R. S. Thomas
Nov 25th 1893.

R. S. Edwards
Att'y

we further, should not delay in which time we please you we
require to sell us
have under my hand in a common person in drawing of the said
court the day and year first of service

Geo R. Dickinson Clerk

Comptroller's Office

Smithfield March 16th 1893.

J. W. Jones and B. L. Jones

Plaintiffs

and vs

B. W. Jones, J. P. Jones, P. W. Swearing, Jr and R. E. Boykins guardian in law
of J. L. Jones an infant under the age of 21 years Defendants

Yours are hereby notified that I have filed upon the
31st day of March 1893 at my own office to take and report the following
requirments and accounts to wit 1st who are the parties entitled to the house
and land down land assigned to James P. Jones and their heirs
respectively, 2nd who are the parties entitled to the two tracts of land called
in the bill the Simon Atkins home place and their interests respectively
3rd whether partition can conveniently be made of the homestead and down
land between the parties respectively entitled thereto, and if not, if the
entire subject may be allotted to any party, who will accept it and pay
therefor to the other parties such sum of money as their interest therein
may entitle them thereto or if the interest of all parties interested therein
will be promoted by a sale of the entire subject or an allotment of part
and sale of the residue 4th whether partition can be conveniently made
of the said Simon Atkins home place consisting of the two tracts of land
as of record between the parties respectively entitled thereto and if not
whether or not any party will take the entire subject and pay therefor
to the other parties as their interests may entitle them to as above men-
tioned or whether the interest of all parties will be promoted by a sale
of the entire subject or an allotment of part and sale of the residue.
5th The amount of all liens whether due by judgment, deed of trust or
otherwise on the share or interest of any of the parties in the homestead,
the down or the Simon Atkins home place, in any or all of them to
gether with any matter demanded or claimed by me or required by any
of the parties to be stated, required to be stated and reported by a decree
of the Circuit Court of Lake of Wright county, read and on the 2nd day
of March 1893 in a suit in chancery, pending therein in which you

Jones W. Y. et al.
v. 3 Copy Deed
Jones B. W. et al.
March 2, 1893

C. W. Hill

March 2^d 1893

Endorsed - Dece March 2^d 1893 to be entered
C. W. Hill

In the clerk's office of the circuit court
of DeKalb County the 8th day of March
1893, the foregoing decree was received and
entered of record.

Teste M. F. Young clk.

A copy

Teste,

A. O. Young clk.

the parties respectively entitled thereto, and if not, if the entire subject may be allotted to any party who will accept it and pay therefor to the other parties such sum of money as their interest therein may entitle them to; or if the interest of all parties interested therein will be promoted by a sale of the entire subject, or an allotment of part and sale of the residue. (4) whether partition can be conveniently made of the said Simon Atkins home place, consisting of its two tracts of land as aforesaid, between the parties respectively entitled thereto, and if not, whether or not any one party will take the entire subject and pay therefor to the other parties as their interest may entitle them to, as above mentioned or whether the interest of all parties will be promoted by a sale of the entire subject, or an allotment of part and sale of the residue. (5th) an account of all liens, whether due by judgment, deed of trust or otherwise, on the share or interest of any of the parties in the homestead the Dower or the Simon Atkins home place, in any or all of them, and any other matters deemed pertinent by him or required by any of the parties to be asserted

In the circuit Court of Sale of Wright
County the 2^d day of February 1893.

W. C. Jones & B. A. Jones . . . Plffs.
vs. . . 3 In Chy,

B. W. Jones, A. P. Jones & P. D. Gwaltney
Jr. and L. N. Jones Jr. vs. . . Defs.

This cause came on this day to be heard
on the bill taken for confessed by B. W.
Jones, A. P. Jones and P. D. Gwaltney Jr.
on process has been duly served they
still failing to appear filed answer
or demurrer to the said bill; on the
answer of L. N. Jones Jr. in fact def-
ended out by R. E. Boykin his guardian
ad litem, general replication thereto
and exhibits filed, and was argued
by counsel; on consideration whereof
the court doth adjudge, order and
decree that one of the commissions
of this Court, take and report to this court,
(1) who are the parties entitled to the homestead
and dower land assigned to Laura S. Jones
and their interests respectively (2) who are
the parties entitled to the two tracts of land
called in the bill the Simon & Shinn home
place and their interests respectively, (3) whether
partition can conveniently be made of
the homestead and dower land between

Jones et al,
vs. 3 Brewsters
Jones B. C. et al,
//

Please add the bal-
-ance of this cost,
if Joe does not return
this way to night;
Send me the statement
to night by mail -

W. H. Jones & Co.

to 3/4 In. clay

R. W. Jones & Co. Bill of costs.

Atto. fee & tax on suit . . . 16.50

Clerks' fees . . . 12.29

Shuff: 1 of 10 digit fees . . . 1.50

Do. Kichen, City for shorts 52

Costs to Op'l, 1894 . . . \$30.81

But, J. P. Horney & Co.

If any comm. in clay. has made a
report, refer to it & see what costs
have been taxed and add to the
above. Costs of fight, to be made final decree
not estimated.

J. P. Horney & Co.

add. costs to military des. ^{at 1/2} 1.16

J. P. Horney & Co.

Jones W. 4 shal

v

Jones B. W shal

Deere

March 2^d 1898
~~Colo~~

To be entered

C W shie

Dear Mr Young -

I have marked
this decree to be
entered assuming
that the facts are
as recited - If there
should be any mis-
take, please return
it - Yrs Truly
C W shie

Entered for record,
p. 520.

ell.

entire subject - may be allotted to any party who will accept it - and pay therefor to the other parties such sums of money as their interests therein may entitle them to: or of the interests of all parties interested therein may be promoted by a sale of the entire ~~sub~~ subject - or an allotment of part - and a sale of the residue (4) Whether particular can be conveniently made of the ^{said} Simon Atkins Home place ~~or~~ consist-
ing of its two tracts of land ^{as of record} between the parties respectively entitled thereto, and if not - whether or not - any one party will take the entire subject ^{and pay therefor} ~~as above~~ ^{the other parties as their interests may entitle them to} it - as above mentioned: or whether the interests of all parties will be promoted by a sale of the entire subject, or an allotment of part and a sale of the residue
5 An account of all liens whether due by judgment, deed of trust, or otherwise, on the shares or interests of any of the parties in the Home stead, the Dover, or in the Simon Atkins Home place, in any, or on all of them and any other matter deemed pertinent by him, or required by any of the parties to be so stated.

C. M. Hill
 March 2^d 1893

Jones B. W. M. and B. L

v

Jones B. W. et al

This cause came on this day to be heard on the bill taken for confessed by B. W. Jones N. P. Jones and P. I. Swallowing Jr on whom process has been duly served they still failing to appear and plead answer or demurr to the said bill on the answer of J. N. Jones jr. infant defendant - by R. E. Boykin his guardian an ad litem general replication thereto ^{and} exhibits filed, and was argued by counsel: On consideration whereof the court doth adjudge order and decree ^{that} one of the commissioners of this court take and report to this court - (1) Who are the parties entitled to the Homestead and Dower land assigned to Laura S. Jones and their interests respectively: (2) Who are the parties entitled to the two tracts of land called in the bill the Simon Atkins Home place and their interests respectively: (3) Whether partition can ~~be~~ conveniently be made of the Homestead, and the Dower Land between the parties respectively entitled thereto and if not - of the

Jones et al

v

Jones et al

Trust Deed

April 1893

to be entered

CHD

Quarter ad. 11/11.

As per

condemned according to law for the failure
ful performance of his duties under
this Deed, nor until he shall have
advertised the time, terms, and place
of sale, ^{at day of Wright-Court House on a court day} for at least thirty days prior
to the day of sale, and when the sale
is made it shall be at ~~law~~ pub-
lic auction at ^{at day of Wright-Court} House
on a court-day on the terms
heretofore and before mentioned.

at the public place

and that other part of the said land that
was assigned to her as ^{described as} "Dower" commencing
at the line between the said Berlin Jones
and the Parsons tract on the main public
road; thence down the said road to the gate
leading to the dwelling house of the said Berlin
Jones, thence down the lane to the head of a
ravine to the right of the dwelling house
and between it and the graveyard;
thence down the said ravine to the Par-
sons line, thence along and up the said
line to the beginning" for one third
cash and the balance on a credit of
one, and two years, for which deferred
payments he shall take bond with
good in two equal installments
payable respectively in one and two years
from date ^{with good security} with interest from date and
with a waiver of the homestead, ~~and~~
the title in both cases to be retained till
the further order of Court.

But - the said R. S. Thomas special
commissioner as aforesaid shall not
sell either ^{the Simon Adkins, or the Berlin Jones} tracts of land herein and
above mentioned until he shall have
entered into a good and sufficient
bond before the clerk of this Court in
the penalty of two thousand five
hundred dollars

and Tract no 2 formerly called the
Patsy Jones tract - containing (200) Two
Hundred Acres more or less bounded
on the North by the land lately belonging
to Z. W. Turner and now to C. H. Hart -
on the East by the lands of Allston Gohlson
and C. H. Hart, and on the South and West
by the lands formerly belonging to Willis
Wamble and now to C. H. Hart, in two
separate parcels, selling tract no 1
as one parcel, and tract no 2, as
another parcel, on the following terms
viz, one third cash and the balance
on a credit of one and two years for
which deferred pay ments he shall take
^{in two equal installments payable respectively in one and two}
bonds, with good security with a warranty
of the homestead and with interest from
the day of sale. ~~Benjamin~~ ^{Benjamin} Benjamin

And the Court doth further adjudge,
order and decree that the said R. S. Thomas
who is hereby appointed special com-
missioner for that purpose shall,
after L. N. Jones Jr shall have at-
tained his majority, proceed to sell
^{the portion of the Barber Jones land described}
~~the~~ Homestead Dwelling House and garden
Smoke House, Cook Kitchen near basement-
door of the Dwelling House that was assigned
to Mrs Laura S. Jones as a Homestead

W. G. Jones and B. L. Jones Pliffs.

B. W. Jones et-al

This cause came on
this day to be again heard on the papers
formerly read and on the report of com-
missioner G. R. Adkinson bearing date
on the 16th day of March A.D. 1893 to
which no exceptions are filed and was
argued by Counsel; On consideration
whereof the Court doth adjudge order
and decree that R. S. Thomas who is
herely appointed a special commis-
sioner for that purpose do proceed to sell
the land in the bill and proceedings men-
tioned and described called usually the
Simon Adkins Home Place Composed
of two tracts of land viz, Tract No 1
or the Oak Grove Tract containing (2067)
Two Hundred and Five Acres more or less
bounded on the North and East by the lands
formerly belonging to Willis Wamble and
now to C. H. Hart; on the South by the
lands of Schofield and McCallum
on the West by the lands lately belonging
to Ben Tynes (colored) now to C. H. Hart - Jo-
seph Davis, Wm. Erway and to Moses Tynes

occupying the same on the same man-
-ner, and on the same terms and condi-
-tions that have heretofore been required.

James W. B. et al

v

James B. W. et al

Remedy Decree

October Term 1893

To be entered

Conced

Entered

And on the petition of R. S. Thomas,
filed herein October 20th 1893

W. G. Jones + B. L. Jones
v

B. W. Jones et al

This cause came
on this day to be again heard on the pa-
per ^{or the petition of R. S. Thomas filed herein October 20th 1893} formerly read, and on the statement
of R. S. Thomas, Special Commissioner
bearing date in October 20th 1893, and Exhibit
A. Therewith filed and was argued by
counsel: On consideration whereof the
Court doth at the request of the parties
now largely interested approve of the
proposals; and adjournment of the
sale of the two tracts of land the Simon
Adkins tract of land until the October
term of the County Court of Jackson
County, ¹⁸⁹⁴ at which term the said R. S.
Thomas, special Commissioner aforesaid
shall proceed to execute the de-
cree herein of April Term 1893, and
make sale of the said tracts of land upon
the terms and conditions mentioned in
that said decree.

And the Court doth further adjudge, order
and decree that the said R. S. Thomas
special Commissioner aforesaid do
sell out the two tracts of land of the said
Simon Adkins former to the parties now

occupying the same, in the same manner
& on the same terms, & conditions that
have heretofore been required -

A Copy. Teste,

N. O. Young clk.

James W. G. et al.,

vs. Z. Incey.

James B. D. et al.,

Copy drawn of
Decr. 1893.
"

In Isle of Wight Circuit Court
Octo. Term 1893,

W. G. Jones & B. D. Jones

B. H. Jones et al -

This cause came on this day to be again heard, on the papers formerly read & on the petition of R. S. Thomas filed herein October 2nd 1893, & on the statement of R. S. Thomas Special Commissioner bearing date on October 20th 1893, and exhibit "A" herewith filed & was argued by Counsel - On consideration whereof the Court doth at the request of the parties most largely interested approve of the postponement & adjournment of the sale of the two tracts of the Simon Adkins tract of land until the October term of the County Court of Isle of Wight County 1894, at which term the said R. S. Thomas Special Commissioner as aforesaid shall proceed to execute the decree herein of April term 1893 and make sale of the said tracts of land upon the terms & conditions mentioned in the said decree -

And the Court doth further adjudge, order & decree that the said R. S. Thomas Special Commissioner as aforesaid do cut out the two tracts of land of the said Simon Adkins farm to the parties now

W. W. Jones Dols
vs

W. W. Jones Dols

Decease

October 24 1895

Testament

by
Robert H. Dentis.

Entered #12

W. G. Jones, Jols

vs

B. W. Jones, Jols

This cause came on this day in the again heard on the part
and on the petition of Mrs. R. H. Henshaw of P. G. Jones & R. H. Henshaw &
was formerly tried, and was argued by counsel the consideration

that B. F. Chapman was
highly when the court both agreed with her as to
that a rule be awarded against B. P. Chapman ~~thereby~~
~~requiring him to~~ ~~pay the costs of the suit~~ ~~and be answerable to the next term~~

requiring him to
of this court ~~and~~ show cause if any he was why he should
not pay the expenses costs of the suit. —

W. H. Jones et al
v

B. W. Jones et al

Deem

April 22^d 1901

Enter this.

Robert R. Hunt

W. H. Jones et al

v

B. W. Jones et al

This cause came on this day to be again
heard on the papers formerly read, and
it appearing from statement of
counsel

that nothing further remains to be done
in this cause it is ordered to be stricken
from the docket.

more or less. Tract No. 2. of Paddy
Jones tract bounded on the north
by the lands of Gr. W. Turner (now
Hart), on the east by the lands
of the heirs of Saml. Thomas, and
south & west by the lands of Allen's
double (now Hart.) containing
200 acres, more or less.

Teste,

A. G. Herring clk

Augt. 24th 1892,

Copy of
Surrey of Allen's

will
and

Abstract from And

Exhibit - "A"

Filed with the bill
in suit of

Jones Co. & Co.,

"

Jones et al.

In the County Court of Isle of
Wight County the 4th day of
August 1847, the last will
of Simon Atkins ~~deceased~~ was proved
by the oaths of J. H. Jones and
R. H. Holliman, the subscribing
witnesses thereto, and ordered to be
recorded,

Teste, J. P. Young, ~~clerk~~

a copy.

Teste, J. P. Young, ~~clerk~~

Abstract from a deed from
W. W. Hopper & Cornelia his wife to
Simon Atkins, date 1st Feby, 1845
& recorded in Isle of Wight Clerk's
office 24. Apr. 1845. To wit:
"Tract No. 1. or 'oak grove' bounded
on the north & east by the lands
of Willis Worab (now C. H. Hart)
on the south by the lands of ~~the~~
Saul Thomas (the old Jas. Crocker
farm) and Mary Sator (now
McChelland) and on the west
by the land of Ben Tyner, four
moro, (now Hart) and Joseph
Davis, W. Gray & Mary Tyner, four
moro - containing 705 acres

✓ appoint my daughter Laura S. Jones my legal Administrator and give to her all the balance of real and personal property, money, bonds &c during her life, and at her death to be equally divided between Perbin Jones law-ful heirs by said Laura S. Jones, and should Laura S. Jones die before her husband Perbin Jones then I wish the said Perbin Jones to be my Administrator up to his death and at his death my property to be equally divided between his lawful children by Laura S. Jones, but if Perbin Jones should die before his wife Laura S. Jones and she marries again then she is to be no longer my administrator and Isaac S. Jones is then to be my legal administrator and all my estate will then be the property of her lawful heirs by Perbin Jones.

Given under my hand and seal this 10th day of May 1843,
witness.

Simon Atkins (Seal)

I, S. Jones

R. S. Holliman

I, Simon Atkins of the County of
Salem of the State of Virginia, do
make this to be my last will and
testament, so help me God. Amen.
in the following manner, To wit:

1. I wish my beared expenses to be
paid.

2. I give to Perbin Jones my farm
known as Wolf Trap, him and his
heirs forever, but if the said Perbin
Jones' wife Laura S. Jones should be
the longest liver then I wish her
to have one third of said farm
during her widowhood, but if she
marries again then she is to be
dispossessed and it to be divided
equally between Perbin Jones'
lawful heirs.

3. If my daughter Laura S. Jones
has a female heir by Perbin Jones,
I give to said heir my piano and
gold watch, if two or more fe-
male heirs to be divided between
them, if no female heir then to
be sold and equally divided be-
tween Perbin Jones' lawful heirs
by Laura S. Jones.

4. I do hereby constitute and

hereunto set our hands and seals,
this 8th day of Feb'y. A.D. 1846.

R. H. Randolph Seal

R. H. Baker Seal

James A. Turner Seal

In Isle of Wight county Court the 3^d day of
July 1846, the foregoing report was confirmed
and ordered to be recorded,

Teste, J. P. Young clk.

a copy.

Teste, J. P. Young clk.

James A. Turner S. and
J. P. Young of W. H. Jones Secy.

Report of James A. Turner

Exhibits 13th filed
with the bill in view of
James W. H. Jones et al.

et al.

Jones et al.

To the county court of Isle of Wight county,
The undersigned R. H. Randolph, James
A. Turner and R. H. Baker, three of the
commissioners appointed by the county court
of Isle of Wight county, under the annexed
order of said court dated January term
1876, for the assignment of homestead
to Laura S. Jones widow of Berbin Jones decd.
and his infant children named in said
order, respectfully report to the court that,
pursuant to said order they have assigned
to said widow of said Berbin Jones decd. and
his infant children as homestead, the
dwelling house and garden as now en-
closed, smoke house and cork kitchen
near basement door of dwelling house,
on each part of the farm known as
"Wolf trap" in the said county, devised
to said Berbin Jones by Simon Atkins
decd. to be held by said widow and in-
fant children as their homestead.
Which homestead we have valued at
thirteen hundred and forty seven
dollars and thirty three cents making
with the chattel property mentioned
in the schedule hereto annexed
and valued by us at six hundred &
fifty two dollars and sixty seven cents.
valued by said Laura S. Jones as
homestead, the sum of Two Thousand
dollars.

In testimony whereof we have

of land so allotted is over third in
volume of said land.

All which is respectfully submitted.

Signed - Nov. 9th 1846.

R. H. Randolph

J. A. Turner

R. H. Baker

A copy of report confirmed by the
Circuit Court of Isle of Wight County
at Octo. term 1846.

Teste,

A. P. Young clk,

Jones L. S. genl.
v. 3 Copy sept. of
Dowry
Jones H. P. W. chas. Ingh.

Exhibit - "B" filed
with the bill in suit
Jones et al.

vs.

Jones et al.

To the Circuit Court of Ill of Wright County.

The undersigned R. H. Randolph, James A. Turner and R. H. Baker, three of the commissioners appointed under the annexed decree of said court of April term 1876, in the suit of Saurat S. Jones guardian v. Novel Paul W. Jones et al; To all of to Saurat S. Jones her dower out of the lands of which her husband Berber Jones died seized not assigned as Homestead, or decreed to be sold, under said decree, respectfully report to the court that your commissioners assigned said widow as dower, the following tract of land: Commencing at the line between said Berber Jones and the Parsons tract on the main public road; thence down said road to the gate at the dwelling house of Berber Jones; down the land to the head of a ravine to the right of the dwelling house & between it and the grave yard; thence down said ravine to the Parsons line; thence along up said line to the beginning. Your commissioners being of opinion that the tract

B. Lee Jones et ux

D. & J.D.

F. R. Benymon, Trustee

A copy

Exbt. A. filed with
bill in suit of
Jones W. G. et al

vs.

Jones et al.

1

The said B. L. Jones agrees to pay all taxes
or charges on or against the said property
so long as he shall own the same.

Witness the following signatures ^{and} Seals

Berlin Lee Jones (Seal)
Annie E. Jones (Seal)

Virginia

County of Isle of Wight

I, J. E. Hauen, a notary public in
and for the County aforesaid, in the State
of Virginia, do hereby certify that Berlin
Lee Jones ^{and} Annie E. Jones whose names
are signed to the writing above, bearing
date the 10th day of March 1892, have
acknowledged the same before me
in the County aforesaid.

Given under my hand this 14th day of
March 1892

J. E. Hauen

Notary Public

In the clerk's office of the county court of Isle
of Wight County, March 17th 1892, this deed
was received and with the annexed certificate
admitted to record.

Teste M. F. Young clk

A Copy Teste M. F. Young, clk

by M. F. Young Deputy

10th day of March A. D. 1892. ^{By} for one
one year from date, with interest from date

And it is covenanted and agreed by
^{and} between the parties, that if default be
made in the payment of the said bond
that then sale may be made at the
request of the said P. D. Gwollney, his
heir, representatives and assigns, that
then sale shall be made at City of High
Court house, after first advertising the
time place ^{and} terms of sale for thirty days
by printed hand bills posted in the town
of Smithfield, in the neighborhood of the
property ^{and} at other public places ^{and} upon
the following terms, viz: for so much
cash as may be necessary to pay the
cost ^{and} expenses of executing this trust,
including a commission of five per
cent on the said sales to the said trustee,
^{and} to discharge the amount of money
principal ^{and} interest then due ^{and} payable
on the said bond, ^{and} if there be any residue
of the purchase money, the same shall be
made payable at such time ^{and} in such
manner as the said B. L. shall direct
or in case of his failure to give such
directions, then at such time ^{and} in such
manner as the said trustee shall direct.

of beginning, together with the smoke
house ^{and} shed attached thereto situated
east of the dwelling house in the yard,
which was assigned to the said B. L. Jones
by the commissioner of partition as
aforesaid ^{and} confirmed by the aforesaid
circuit court as aforesaid, and (3) all
of his right title ^{and} interest in ^{any} to the
dower land of his mother, assigned to her
in the aforesaid Beibin Jones Farm, ^{and}
(4) all of his right title and interest in ^{any}
to that certain piece or parcel of land
in the county of Isle of Wight ^{and} state
of Virginia formerly known ^{and} called the
Simon Athens Farm which is bounded
on the north by the farm now owned by
C. H. Hart formerly known as the L. W.
Turner Farm or Algenon Turner Farm
on the west by the land of C. H. Hart
on which he at present resides ^{and} is
known as the John W. Larson Farm,
on the east by the Schofield tract ^{and} on the
west by a swamp dividing this Athens
tract from the land of Latimer ^{and} others.

In trust to secure to R. D. Gwalling Jr
the payment of the bond of the said
Beibin L. Jones to him for Thirteen
Hundred Dollars bearing date on

A. E. Jones, thence along said line
an easterly direction to the branch ad-
joining R. N. Baker, thence down said
branch on the R. N. Baker line a
southerly direction until it strikes
C. C. Scotts lane, thence down said Scotts
lane to a ditch near a large dead oak,
thence up said ditch a western direction
to the county road, thence across the said
road at a grained bridge to a pine, thence
S 88° W. along a line of marked trees to a
holly on M. A. E. Jones, thence N. 80° W.
to a line of marked trees to a gum on
the old county road, thence up the said
road a southerly direction to a gum a
corner on Nos 3, 4 ^Q of Rebecca Cofer, thence
along a line of marked trees a northeasterly
direction to a oak a corner on Isaac
Still, thence along a line of marked
trees to a swamp, thence up said swamp
^Q of a line of marked trees to a gum on
the old county road, thence southeasterly
along a line of marked trees to a holly
on M. A. E. Jones, thence northerly
along a line of marked trees to a big
pine a corner on M. A. E. Jones, thence
easterly along a line of marked trees to a
pine on the road thence north to the point

southerly direction fifty feet from the
barn to a post, thence across the yard
in a westerly direction to the yard en-
closure, thence along said enclosure in a
southern direction to the lane fence in
front of the dwelling house, thence up
said fence to the lane ditch, thence up
said ditch a western direction to the county
road, thence down the said road a northern
direction to a fence on the west
side of the road on the ditch a corner tree
with pine N. 5, thence down said ditch
eighteen chains to a pine, thence south
48 west along a line of markers tree to a
dead oak, a corner tree on 2nd 5th 6th C. N.
Road, thence along a line of markers tree
northerly to a pine a corner tree on 2nd 3rd
and C. N. Road thence from said pine N.
65 E. along a line of markers tree to a post
oak, thence east 25 chains along a line of
markers tree to a gum on the road, thence
down said road a southerly direction to
a small pine, thence in an east direction
a straight line across the field to the
marked post the point of beginning
(2) all of that portion of the ~~spore~~ ^{spore} ~~land~~ ^{land}
land which commencing on the road
near J. N. Jones store at the line of M.

This Deed made this 10 day of March A.D.
1892, by ^{us} between Berbin Lee Jones ^{vs} Annie
E. his wife of the county of Isle of Wight and
state of Virginia party of the first part ^{vs}
J. R. Berryman of the said county ^{vs} state
party of the second part chosen trustee.
Witnesseth: that the said Berbin Lee Jones
^{vs} Annie E. his wife do grant with general
warranty unto the said J. R. Berryman
trustee as aforesaid the following property
viz: (1) all of that certain piece or parcel
of land lying ^{vs} being in the county of
Isle of Wight, part of the Berbin Jones farm
which was allotted ^{vs} assigned to Willie Young
Jones by J. N. Jones, J. O. Thomas ^{vs} R. D.
Randolph Commissioner of partition
on August 30th 1888, which was confirmed
by the Circuit Court of Isle of Wight County
by its decree of October 25th 1888, in the
partition suit of Norval Paul Jones
vs. Lanna S. Jones ^{vs} others, which is
described in the said report of partition
as commencing at a marked post on
the lane north of the dwelling house and
about 234 yards from the well, thence
south to the yard fence, down said fence
in an easterly direction until it passes
the barn eighteen feet, thence in a

his wife, whose name, as signed to the
writing above, bearing date on the 10th
day of March 1897, has acknowledged
the same before me in my County of said.
Given under my hand this 11th day of March 1897.

Geo. R. Atkinson

In the Clerk's office of the County Court of said
of Wright County, the 14th day of March 1897,
this deed was read and with the certificate
has been admitted to record.

Teste, N. P. Young, Ck.

copy. Teste,

N. P. Young, Ck.

Jones W. G. et al
vs.
B. J. M. et al.

Copy sent to
O. D. Gwaltney Jr.
Exhibit "A"
Filed with been in suit
Jones W. G. et al.

vs.
Jones et al.

a line of marked trees northwesterly to a pine
corner on 2nd & 3rd and @. N. Hart, thence
from said pine N. W. E. along a line
of marked trees to a post oak, thence
East 25 chains along a line of
marked trees to a gum on the road,
thence down said road in a south-
easterly direction to a small pine,
thence in an easterly direction, a
straight line across the field to the
marked post, the point of beginning.
And the said parties of the first part
covenant that they leave the right to
convey the said land to the said
grantees, that he shall have quiet
possession of the said land, and that
they will execute such further af-
firmance of the said land as may
be required.

Witness the following signatures &
seals this 10. day of March A.D. 1897.

D. G. Jones (Seal)

Wm. B. Jones (Seal)

Deputy Clerk of the County Court.

George R. Atkinson a Commissioner in
Chancery for the Circuit Court of the
County aforesaid, in the State of Virginia
do certify that D. G. Jones & Wm. B. Jones

Jones and others, and which is described
in the said report of partition as
commencing at a marked post on
the land north of the dwelling
house and about 7 $\frac{3}{4}$ yards from the
well, thence running south to the
yard fence, down said fence in
an easterly direction until it passes
the barn eighteen feet, thence in
a southerly direction sixty feet
from the barn to a post, thence
across the yard in a westerly di-
rection to the yard enclosure,
thence along said enclosure in a
southern direction to the lane fence
in front of the dwelling house,
thence up said fence to the lane
ditch, thence up said ditch, a
western direction to the County
road, thence down said road
in a northern direction to a post
on the west side of the road on a
ditch, a corner tree with pin
no. 5, thence down said ditch eight-
een chains to a pin; thence north
48 west along a line of marked
trees to a dead oak a corner tree on
V & S, and Chas. H. Hart, thence along

This Deed made the 10. day of March
A.D. 1891, between W. G. Jones and Maria
B. his wife, now of the Town of Suffolk
County of Hanover, State of Virginia,
Parties of the first part, and P. D.
Gwatney Jr. of the Town of Smithfield
County of Isle of Wight & State of Virginia,
Party of the other part: With faith,
that in consideration of the sum of
eight hundred & thirty six dollars &
ninety seven cents, cash in hand paid
on the receipt of this deed, the said
W. G. Jones and Maria B. his wife
do grant with general warranty
unto the said P. D. Gwatney Jr. all of
that certain piece and parcel of
land lying and being in the County
of Isle of Wight, part of the farm
formerly known as the Berber Jones
farm, which was allotted and assigned
to the said Willie Young Jones by J. N.
Jones, J. O. Thomas and R. H. Randall
commissaries of partition, on Augt.
30th 1888, which was reported to and
confirmed by the Circuit Court of Isle
of Wight County by decree of October
23rd 1888, in the partition suit of
Norval Paul Jones against Laura B.

Benj W. Jones
To { Dad
N. P. W. Jones

A copy of Exhibit "F."
Filed with the bill in
suit of
Jones R.D.G. et al,
vs.
Jones et al.
"

said grantee shall have quiet possession
of the said land, that he has do no act
to encumber the said land, that he will
execute such further assurance of the
said land as may be requisite.

Witness the following signature & seal
B. H. Jones (seal)

Virginia

County of Isle of Wight - to wit:
I R. S. Thomas a notary public in ^{and}
for the said County, in the state of Virginia
do certify that B. H. Jones whose name
is signed to the writing above bearing
date the 22^d day of September 1890 has
acknowledged the same before me in
the county aforesaid.

Given under my hand the 22^d day September
1890.

R. S. Thomas
Notary Public

In the clerk's office of Isle of Wight County
Court the the 28^d day of September 1890.
this deed from B. H. Jones to W. P. Jones
was received and admitted to record
upon the annexed acknowledgement.

Teste W. A. Edwards D.C. for
W. P. Young clk

A copy Teste W. P. Young clk
by A. F. Young Deputy

This deed made this 22th day of Sept^r.
A.D. 1890, between Benj W. Jones of
the county of Isle of Wight & state of Virginia
of the one part & Novel Paul Jones of the
aforesaid county & state of the other part.
Witnesseth, that in consideration of the sum
of Twelve Hundred Dollars to him in hand
paid, the said Benj W. Jones do grant with
general warranty unto the said Novel Paul Jones
& to his heirs & assigns forever, the following
real estate, to wit:

1st All of my right title & interest in & to a
tract of land containing one hundred
acres, more or less & bounded as follows,
on the south by the lands of Willie G. Jones
on the west by the land of C. D. Hart, on the
north by the land of Bertha L. Jones & on
the east by the lands of Mrs Francis Scott
& Mrs Mary A. B. Gwallney, 2^d All of the right
title & interest in Land L. Jones down
situate in my father's estate, 3^d All of my
right title & interest in the land belonging
to the estate of my grand father, Simon Atkins
decd: containing about 400 acres together
with all & singular the appurtenances belong-
ing to the same, And the said Benj W. Jones
covenants that he has the right to convey
the said land to the said grantee, that the

This includes Homestead

Deed of Bargain and Sale.

W. Y. Jones & wife
Exhib - "E"

TO

N. P. W. Jones

Jan'y. 27th. 1890.
Admitted to record
"

Recorder in Deed Book
54 page 381

Tax — .50

Fee — 1.25

\$1.75

Paid.

N. P. W. Jones

And the said W. H. Jones & Mamma B his wife covenants that ~~the~~ ^{she} has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that ~~the~~ ^{she} has done no act to encumber the said land; - and that ~~he~~ ^{she} will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Witnesses:

W. H. Jones [SEAL.]

M. B. Jones [SEAL.]

State of Virginia,
County of

} To wit:

in the State of Virginia, do certify that ^{in and for the county aforesaid} the ^{whose names are} wife of

signed to the writing above, bearing date the ^{day of} 187, personally appeared before ^{in the county aforesaid, and being duly} examined by ^{privily and apart from her husband, and having the writing} aforesaid fully explained to her, she the said acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under hand this ^{day of} ^{eighteen} hundred and seventy

Virginia,

County of

} To wit:

I, R. S. Thomas, a Notary Public in and for the said county, in the State of Virginia, do certify that W. H. Jones & M. B. Jones his wife whose name is signed to the writing above, bearing date the 23rd day of December 1887, have acknowledged the same before me in the county aforesaid.

Given under my hand this 23rd day of December 1887

R. S. Thomas
Notary Public

In the clerk's office of the County Court of Isc of Wight County the 2nd day of January 1890, this deed was received and admitted to record on the annexed certificate of R. S. Thomas a Notary Public.
Teste, J. P. Young clk

This Deed, made this 23rd day

of December
in the year of our Lord one thousand eight hundred
and seventy nine
his wife

between W. M. Jones and Hannah B

his wife, of the County of Loudoun & State of Virginia,

of the one part, and N. P. W. Jones

of the said County and State

of the other part, Witnesseth: That in

consideration of the sum of Two Hundred Dollars

the said W. M. Jones and Hannah B

his wife, do grant with general warranty, unto the said N. P. W. Jones ~~all of their right, title & interest in do~~ and to his heirs and assigns, forever, the

following real estate, to wit: all of that certain piece and parcel

of land which was assigned to Mrs. Lanna S. Jones as & for her Dower in the lands of Berlin Jones which commencing at a point adjoining the lands of Martha Newby is bounded on the South by the lands of Martha Newby John Ray, Shadrack Travers, Charles Holloway John Jones & Hampton Waringham on the West by the main Road leading from Cox's Store to the Store of M. A. E. Jones wife of J. K. Jones, on the North by the line of W. M. Jones unto it strikes that of the said N. P. W. Jones, thence in a Southerly direction along the line of the said ^{N. P. W.} Jones unto it strikes a Branch thence down this branch unto it strikes Martha Newby at the point of beginning

together with all and singular the appurtenances belonging to the same.

Aug 20th 92
16,08

Everett Waddey,
Stationer and Printer,
Richmond, Va. } Form No. 3.

W. G. Jones

to

{ DEED OF
TRUST.

J. O. Thomas Trustee

Trustee for

Court of

Recorded, Deed Book

Page and



TAX, - - - - - \$

FEE, - - - - -

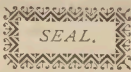
\$

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, place, and terms thereof for thirty days and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said bond, and if at the time of such sale, any of the said ~~shall not have become due and payable, and the purchase money be sufficient, such part or parts of the said purchase money as will be sufficient to pay off and discharge such remaining~~ shall be made payable at such time or times as the said remaining ~~will become due, the payment of which part or parts shall be properly secured; and in case the net proceeds of sale shall be insufficient to pay off all of the said~~ in full, then the same shall be applied towards the payment of the said ~~in the order of their maturity, it being intended hereby to create a priority in favor of each of said~~ over any other ~~which may become due and payable subsequent thereto;~~ and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party of the first part his executors, administrators or assigns shall prescribe and direct, or in case of his failure to give such direction, at such time and in such manner as the said Trustees or either of them shall think fit. The said party of the first part his part to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall have an interest in the same ~~hold the same~~; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$ ~~for the further protection of the said~~ or assigns, and in the event of ~~failure to do so, then the Trustees, or either of them, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid, and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.~~

If NO DEFAULT SHALL BE MADE in the payment of ~~either of~~ the above mentioned bond or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper costs and charges.

Witness the following signature and seal .

W. G. Jones



State of Virginia,

County of Isle of Wight, to wit:
I, A. S. Barrett - a Notary Public, for the County aforesaid, in the State of Virginia, do certify that W. G. Jones

whose name is signed to the foregoing writing, bearing date on the 20 day of August 1892 has acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of August 1892.

A. S. Barrett - Notary Public

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery

_____, To-wit:
In the Office of the Clerk of the _____ Court for the _____ of _____ the _____ day of _____ 189 _____, this deed was presented, and with the certificate annexed, admitted to record at _____ o'clock _____ M.

Teste:

Clerk.

This Deed, made this 20 day of August in the year 1892, between

W. G. Jones of the County of Isle of Wight and State of Virginia party of the first part, and J. O. Thomas

of the said County and State the said W. G. Jones J. O. Thomas part of the second part, WITNESSETH:—That said party of the first part, do grant unto the said party of the second part, the following property to-wit: all of his right, title, and interest in and to

that certain piece and parcel of land lately known as The Simon Adams tract which he devised to his daughter Laura S. Jones for life, or until she should marry with remainder to her children by Bertha Jones, consisting of about 3911 three Hundred and ninety one Acres which is bounded on the North by the Zack Turner place, now belonging to C. H. Hart and occupied by Mrs Virginia Holliman, on the South by the tract of land now known as The Mc Clelland tract: on the East by that part of the Schofield tract now belonging to James Newby and occupied by George Crocker and on the West by the tracts of land belonging to C. H. Hart, and James Gray

In Trust, to secure to the holder of the hereinafter described R. S. Thomas 7 Smithfield, Va the payment of the sum of Sixteen dollars and eight-cents due by my bond to him of even date herewith payable on demand with interest from date

IN THE EVENT THAT DEFAULT SHALL BE MADE in the payment of the above mentioned bond as ~~it~~ becomes due and payable, ~~(then the Trustees, or either of them)~~ ^{then the said J. O. Thomas, Trustee} on being required so to do by R. S. Thomas executors, administrators, or assigns, shall sell the property hereby conveyed.

Jones B. & it up.
To ³/₃ Reed of trust.

Berryman T. H. Tucker

Mr. Gaining
Please
insert early
copy of C.

Jan. 21st 1893.
Add inserted to record
"

Reed in Deed Book

84 page 487

Lax — .50

See — 2.00

\$2.50

Clerk's receipt.
cells

the same before me in my County
aforesaid.

Given under my hand This 20th
day of January 1893

E. M. Morrison

Notary Public

In the clerks office of the County Court
of De Witt County, the 21st day of
January 1893, this deed of trust was
received and admitted to record
on the annexed Certificate of Notary
Public.

Wt. J. P. Young Clerk

Trustee and to discharge the
cost of money principal and
interest there due and payable
on the said bond, and if there be
any residue of the purchase
money the same shall be made
payable at such times and in
such manner as the said Berbin
Lee Jones shall direct, or case
of his failure to give such
directions, then at such times
and in such a manner as the
said Trustee shall direct.

The said Berbin Lee Jones agrees
to pay all taxes and charges on or
against the said property so
long as he shall own the same.
He returns the foregoing signature
and Seals this 20th day of January 1893

Berbin Lee Jones (Seal)

Annie E. Jones (Seal)

Virginia
County of Shifwright
I E M Morrisson a Notary Public
in and for the County aforesaid
in the State of Virginia do certify
that Berbin Lee Jones and
Annie E Jones whose names are
signed to the writing above
bearing date on the 20th day of
January 1893 have acknowledged

from the deed of attorney and
actors.

In Trust to secure to
P D Greeley Jr & Co their paym^{ts}
of the bond of the said Bertha Lee
James ^{& Annie E. Jones} to them for Two hundred
& twenty two ²⁰/₁₀₀ no dollars
bearing date on the 20th day of
January 1893 and payable on
demand with interest from
date.

And it is covenanted and agreed
by and between the parties that
if default is made in the pay-
ment of the said bond that then
sale may be made at the request
of the said P D Greeley Jr & Co their
heirs representatives and assigns
that then sale shall be made at
Islewright Court House after
first advertising the time, terms
and place of sale for thirty days
by printed hand bills posted in
the town of Southfield, in the neigh-
borhood of the property and at other
public places and upon the fol-
lowing terms viz for so much cash
as may be necessary to pay the cost
and expense of executing this trust
including a commission of five
per cent on the ^{sale} sale to the said

along a line of marked trees to a pine
on the road, thence north to the point
of beginning, together with the Smoke
house and shed attached thereto sit-
uated East of the dwelling house in the
yard, which was assigned to the said
Berlin Lee Jones by the Commission
of partition as aforesaid and confirmed
by the ~~of~~ said Circuit Court as
aforesaid, and (3) all of his right title and
interest in and to the Horriestead,
and the Dover land of his
mother, assigned to her in the
aforesaid Berlin Jones farm,
and (4) all of his right title and
interest in and to that certain
piece and parcel of land in the
County of Isle of Wight and State
of Virginia formerly known and
called the Simon Atkins farm
which is bounded on the north
by the farm now owned by C. H. Hask
formerly known as the J. H. Jones
farm or the Algernon Jones farm
on the West by the land of C. H. Hask
on which he at present resides
lately known as the John H. Lawson
farm on the East by the Schofield
tract, and on the South by the
Simpson dividing this Atkins tract

*

and (2) all of that portion of the
aforesaid farm which commencing
on the road near Mr Jones store at
the line of M A E Jones, thence along
said line an easterly direction to the
branch adjoining R H Baker, thence
down said branch on the R H Baker
line a southern direction until it
strikes L L Scotts land, thence down
said Scotts line to a ditch near a
large dead oak, thence up said ditch
a western direction to the County
road, thence across said road at a
gravel bridge to a pine, thence
S. 85. W. along a line of marked trees
to a holly on M A E Jones, thence N
85 W. to a line of marked trees to a gum
on the ^{old} County road, thence up the
said road a southern direction to a
gum a corner on Nos 304 & Ruben
leifer, thence along a line of marked
trees a north east direction to an oak
a corner on Isaac Hill, thence along
a line of marked trees to a swamp,
thence up said swamp and a line
of marked trees to a gum on the old
County road, thence south easterly
along a line of marked trees to a holly
on M A E Jones, thence northward along a
line of marked trees to a big pine
a corner on M A E Jones, thence easterly

Well, thence running south to the yard
fence down said fence in an
Easterly direction until it passes the
barn Eighteen feet, thence in a southerly
direction Sixty feet from the barn to a
post, thence across the yard in a
westerly direction to the yard enclosure,
thence along said said Enclosure in
a southern direction to the lane fence
in front of the dwelling house, thence
up said fence to the lane ditch,
thence up said ditch a western direction
to the county road, thence down the
said road a northern direction to a pine
on the West side of the road on the
ditch a corner tree with piece No 5,
thence down said ditch Eighteen
Chains to a pine, thence south 48 West
along a line of marked trees to a dead
oak a corner tree on 2750 West
thence along a line of marked trees
northerly to a pine a corner tree on 273
West thence from said pine No 65
E along a line of marked trees to a post
oak, thence East 25 Chains along a line
of marked trees to a gum on the road,
thence down said road a southerly
direction to a small pine, thence
in an East. direction a straight line
across the field to the marked
post the point of beginning.

This Deed made this 20th day of
January 1893 by and between
Berlin Lee Jones and Annie
E Jones his wife, of the county
of Isle of Wight and state of Virginia
parties of the first part and
F R Bryman of the said County
and state party of the second part
Chosen Trustee.

Witnesseth; That the said Berlin
Lee Jones and Annie E his wife
do grant with general warranty
into the said F. R. Bryman
Trustee as aforesaid the following
property. Viz (1) All of that certain
piece ~~and~~ parcel of land lying and
being in the County of Isle of Wight
part of the Berlin Jones farm
which was allotted and assigned to
Hiram Y Jones by L R Jones J O Thomas
and R H Kuehnle Commissioners
of Partition on August 30th 1888 which
was confirmed by the Circuit Court
of Isle of Wight County by its decree of
October 23rd 1888 in the partition
suit of Hiram Paul Jones vs Laura
S Jones and others, which is
described in the said report of
Partition as commencing at a marked
post on the line North of the dwelling
house and about 234 yds from the

Jones W. L.
To { Deed of trust
Chapman Co. S. C.
for
B. P. Chapman.

Admitted to record,
Feb. 8th 1893.
"

Recdⁿ in Deed Book
5th page 533

Loft — .50
Fru — 1.25
\$1.75
Chq. by request,
clerk

The land herein conveyed and after paying
said bond Principal & interest or so much
as may be thereon repaid and all other
usual expenses necessary to carry out this
trust; pay the remainder, if any to David
W. Y. Jones, his heirs or assigns
The Grantor covenants that he has the right to
carry said land and will execute such
further assurances of said land as may be
necessary.

Witness his Signature & Seal This 7th day
of February 1893,

W. Y. Jones 

State of Virginia }
County of Isle of Wight } To wit

I, E. M. Morrison a Notary Public for
The County of Isle of Wight, State of Virginia
do certify that W. Y. Jones whose Name is
signed to the Writing above bearing date the
7th day of Feb 1893, has acknowledged the
same before me in my County aforesaid
Given under my hand this 7th day of
Feb 1893.

E. M. Morrison
Notary Public

In the Clerk's office of the county court
of Isle of Wight County, the 8th day of
February, 1893, this deed was received
and with the certificate hereon, was
admitted to record.

Teste, N. B. Young clk

This Deed Made this 7th day of February 1893
between W. Y. Jones, of the County of Isle of Wight
State of Virginia of the first part and C. H.
Chapman Trustee for purposes hereinafter men-
tioned of the County & State aforesaid of the second
part, Witnesseth

That the said party of the first part doth
Convey with general Warranty unto the said C. H.
Chapman Trustee all his Right and Title amounting
to one fourth interest in the Simon Atkins Tract
of land lying and situated in the County of Isle of
Wight, near C. H. Harts land and bounded by the
lands of C. H. Hart, Jones Gray, Thomas Lathrop
& others, containing by estimation 100 acres
more or less; it being the undivided interest
of said W. Y. Jones in the said Tract of land
as one of the heirs at law of his deceased Mother
L. S. Jones.

In Trust to receive to B. P. Chapman Merchant
in the Town of Smithfield the payment of the sum
of One hundred & ~~thirty~~ fifty one dollars
and five Cents, evidenced by bond for that
said amount bearing interest from the 1st Dec
1893.

And it is further Covenanted & agreed that
in default of payment of the said bond
Principal and interest when due & payable
and at the request of said B. P. Chapman
the said Trustee shall, after notice given
posted at 3 or more public places in said
County for thirty days, proceed to sell the

- 1 J. N. Jr - became 21 in May
- 2 & changed his int in the Simon Atkins
for B. L. Jones Int in the driving
Bertha Jones, the then owner 2 shares of
the driver
- 3 H. P. Jones over his share & W. H. Jones' &
- 4 B. W. Jones owns one share -
- 5



Ben Chapman bought W. H.
Jones' Int in the Simon Atkins
farm & bought ~~to~~ B. W. Jones
interest in the same -
and he bought the interest of
Bertha Jones held by P. D.
Gwallney Jr & Co, & also the
interest held by P. D. Gwall-
-ney & H. Jones Jr
held by P. D. Gwallney Jr

R. S. Thomas
V to J. N. Jr
W. H. Jones

W. G. Jones et al v N. B. Jones his wife
Compt-24 1893

W B. P. Chapman
\$300 337.15

"all of their right; title, & interest
amounting to $\frac{1}{4}$ in the tract of land known
as Palmy Jones & the Oak Grove or Home
tract - belonging to the estate of Simon Atkins
Deceased

Received Compt. 25th 1893

R. S. Thomas

v

W. G. Jones

In Transmittal see

23rd 1893 -

Declarated in J. G. W.

January 11th 1894 -

✓ Jim Ray
 ✓ Geo Ray
 ✓ Emma Johnson

W. M. Jones

=

James James

✓ Mount Shingled
 John Wilson
 ✓ Dick Johnson

1009 77
 603 72
 406 05
 602.72

240
 Paid 22

ave 300
 406.03
 300 00
 106.03
 113 05

Nelson P. M. D.

=

Ad.
 ✓ James M. 30 P.O. 9. 1000 203 55-4 43
 " 20 P.O. 7.
 " 401-44 20 Bumpum
 " 452
 W. M. J. 70 P.O. 9 1000 203 55-4 43
 " 58
 A. T. S. A. 70 P.O. 9 1000 203 55-4 43
 " 57
 B. S. 70 P.O. 9 1000 203 55-4 43
 " 58
 W. M. J. 70 P.O. 9 1000 203 55-4 43
 " 57
 215

Account of Debts of
Nelson P. Menden
Sept. 8th, 1894

Thomas R. S. assignee of a Brimley
v.
W. M. Jones

\$90 - amt. mt. pr: Nov 6th 88
not paid, subrd. to a cred of \$70 - at
Dec. 24th 89 & 1.25 cost -
Judgment before Mayor Jan 11th
1892

and docketed Aug: 17th 1892

W. M. Jones & Wife

vs

B. P. Chapman

August - 24th 1893

1/4 of the Summ Atkins

Deed Delivered July 9th 1894

Jones, W. Y.

Boston

To R. S. Thomas

My Dear Sir:

Be pleased to instruct
me with for the sale, or partition of
the ~~Simon~~ tract of land lately owned
by Simon Atkins, and commonly called the
Simon Atkins tract, which he devised to his
daughter Laura S. Jones for life, or marriage
with remainder to his children.

Very Truly &c

W. G. Jones

Smithfield Aug: 20th 1892

Executed by delivering to the
within W. P. Jones & W. Jones Jr.
& A. D. Swilling each a true
copy of the within Notice
Filed 13th 1893.

R. C. Edwards

Supp.

W. P. Jones

21

W. W. Jones & Co.

To

B. W. Jones, W. P. Jones individually
and as grantors of B. W. Jones, J. R.
Jones Jr and P. E. Swallow Jr.

Take notice

that I shall ask the Hon C. W. Hall Judge
of the Circuit Court of this county for a
Decree in vacation in the Chancery suit
of W. G. Jones vs Jones - B. W. Jones and
others directing a commission of the
Circuit Court of this County to enquire
and report whether partition can be con-
veniently made of the Dower Land and
Homestead assigned to Laura S. Jones
out of the estate of Bertha Jones deceased,
and of the estate of the late Simon Atkins
and if not whether the entire subject
can be allotted according to the state
acts, and if not whether the interests
of all parties ^{will} be promoted by
a sale and distribution of the proceeds
according to law, and if so the names
of the parties respectively entitled
and the shares of each

W. G. Jones & B. L. Jones

by

R. S. Thomas

Atty

Jones ~~et al~~ et al.

Rule vs. B. P.

vs.

Chapman

To plead cause

Jones B. W. et al.

To

April

Term,

1896

Circuit

Court.

Executed

Nov 10th 96

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND you, That you summon B. P. Chapman

to appear before the Judge of our Circuit Court of the County of Isle of Wight
at the court-house thereof, on the 27th day of April 1896, to show cause,
if any he can, why he should not pay the unpaid
costs of the Chancery suit pending in said Court
wherein W. H. Jones et al.; are plaintiffs and
B. W. Jones et al., are defendants.

And have then there this writ.

WITNESS, A. O. Young, Clerk of our said court, at the court-house,
the 15th day of February 1896, in the 120th year of the Commonwealth.

~~Attest, A. O. Young~~ A. O. Young

